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Cape May

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

BETWEEN THE

CAPE MAY CITY EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF CAPE MAY CITY

COUNTY OF CAPE MAY, NEW JERSEY

75-74

PREAMBLE

This agreement is entered into this 1st day of July, 1975  
by and between the Board of Education of the City of Cape May,  
New Jersey, hereinafter called the Board, and the Cape May City  
Education Association, hereinafter called the Association. The  
duration of this Agreement will be as provided in Article XIX.

WITNESSETH

WHEREAS, The Board and the Association recognize and declare  
that providing a quality education for the children of the  
Cape May City School District is their mutual aim; and

WHEREAS, the parties have reached certain understandings which  
they desire to confirm in this Agreement,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS  
HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

- A. Be it resolved by the Board of Education of the City of Cape May, New Jersey, pursuant to Chapter 123 P.L. 1974 of the State of New Jersey, known as the New Jersey Employer - Employee Relations Act, the Cape May City Board of Education hereby recognizes the Cape May City Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified teacher personnel under contract with the Board, but excluding Board Secretary, Principal and any other employee of the school district.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II  
NEGOTIATION PROCEDURE

- A. In accordance with the provisions of Chapter 123 P.L. 1974, N.J.S.A., the parties agree to commence collective negotiations on a successor agreement not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.
- B. Upon reasonable request by the President of the Association, the Board agrees to make known to the President when and where the Association may obtain documents that the Board is required by law to release.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

##### 1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of the Agreement, policies or administrative decisions affecting a teacher or group of teachers, when not in violation of the law.

##### 2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

##### 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers as will be defined by law. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

##### 1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

## **2. Year-end Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

## **3. Waiver of Grievance**

Any grievance affecting an individual shall be deemed waived unless it is submitted within twenty (20) school days after the aggrieved party knew or should have known of the event or conditions on which it is based. Grievances affecting a group of teachers shall be deemed waived unless submitted within twenty (20) school days after the last particular incident which affects any member of the group.

## **4. Level One -- Principal**

- a. Any teacher or group of teachers who has a grievance or proposal, shall discuss it first with the principal in an attempt to resolve the matter informally at that level.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the teacher in writing within ten (10) school days.
- c. If the grievance is not settled to the satisfaction of the employee after reaching the principal, the matter may be referred to the local Association for consideration. The Association shall make a determination as soon as possible but within a period not to exceed ten (10) school days, notifying the teacher in writing of that determination.

- d. If the Association determines that the grievance has, or may have, merit it shall recommend that the grievance be heard by the Board of Education.
  - e. If the Association determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal and to the Board of Education.
  - f. A teacher whose grievance has been determined to be without merit by the Association shall retain the right to appeal in writing to the Board of Education.
5. Level Two - Board of Education
- a. If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within ten (10) school days.

6. Level Three - Arbitration
- a. If the aggrieved teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may, within ten (10) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, request in writing that the Association submit the grievance to arbitration. The Association will determine whether or not the grievance shall be processed to arbitration. It may submit the grievance to arbitration within ten (10) school days after receipt of a request by the aggrieved person.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and of the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association, and shall be final.
- d. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected

or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance at Level I. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

If it becomes necessary, forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary

documents will be prepared jointly by the principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

- A. No teacher shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- B. Whenever any teacher is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. The Board and the Association agree that no teacher be required under any circumstances to transport a student in a private automobile.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided that they abide by Board policy.
- B. Cape May City Education Association member employees may use building

at any time when available and upon notification of the administrative office.

- C. The Association shall have exclusive use of a bulletin board in the faculty lounge in the building. Copies of all materials to be posted on such bulletin boards shall be subject to review by the principal.
- D. The Association may use the school mail boxes in a reasonable manner with the permission of the principal.
- E. Material addressed to building representatives received in the building will be placed in their mail boxes.
- F. The President of the Association or his representative shall enjoy freedom to enter and leave the building on Association business at reasonable times when school is in session and if not otherwise assigned, subject to approval of the principal.
- G. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, upon notification. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

#### ARTICLE VI

##### SCHOOL CALENDAR

- A. Prior to April 1 of each year the Association shall meet with the principal and submit its recommendations for the calendar for the ensuing school year.
- B. The number of teaching workdays during the 1975-76 school calendar as adopted shall not exceed 186, consisting of 182 actual teaching days plus 4 in-service days for orientation (1), NJEA (2), and County workshop (1).

#### ARTICLE VII

##### SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto.

- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Payments shall be made not later than the fifth and twentieth of each month.
2. (a) Teachers may individually elect to have ten (10)% percent of their monthly salary deducted from their pay. Payment of these funds will be made in June.
- (b) A teacher who selects the option of summer payment shall have this option continued once selected, until notification of his wish to discontinue is presented to the Board Secretary in writing; such notice must be received on or before June 1 for it to be effective for the next following academic year.
3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June provided that all school equipment is returned and standard check-out procedures completed.

## ARTICLE VIII

### TEACHER ASSIGNMENT & TRANSFER

- A. Teachers shall be notified of their employment and salary status for the ensuing year no later than April 1. Ethically the Association when notified by a teacher will inform the Board of teachers not returning by April 1.
- B. Teachers shall be given written notice of their assignments not later than June 1. The administration may alter, modify or change such assignments in the event of unusual circumstances or emergencies.
- C. All teachers shall be notified of all vacancies as soon as possible.

## ARTICLE IX

### TEACHER EVALUATION

- A. A teacher shall have the right to see all evaluation reports prepared by his evaluators, and a teacher shall have the right to a copy of any negative evaluation if he requests a copy.
- B. A teacher shall have the right, upon request, to a conference with his evaluator after completion of the evaluation.

## ARTICLE X

### SICK LEAVE & TEMPORARY LEAVES OF ABSENCE

- A. Sick Leave: All full-time employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Twelve (12) days sick leave per year are allowed for all full-time 12 month staff members. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Temporary Leaves of Absence: All full-time employees shall be entitled to three (3) non-accumulative personal leave days within each school year, provided that a formal written request is initiated stating the reasons therefor. Said request shall be approved by the principal and shall have been submitted at least five (5) school days prior to the date requested, except in emergency. A copy of each request shall be filed with the principal. Except in emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any scheduled vacation period or school holiday.
- C. In case of absence on account of death of husband or wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday.

B. A teacher on sabbatical leave shall receive 5 month's salary for a full year's absence or 5 month's salary for  $\frac{1}{2}$  year's absence. Requests for leave of absence shall be made before January 1 of the school year previous to the school year for which leave of absence is requested; and the Board shall act upon the request by April 1.

A teacher returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system. The salary will be paid to the teacher in the first pay of the following teaching year.

All instructional members are to be covered by all benefits permitted by law or Association - Board Contractual Agreement in existence.

C. A teacher shall notify the principal of her pregnancy. Said teacher shall be available for leave without pay whenever deemed necessary by her physician. Said leave shall terminate twelve (12) months after the birth of the child. The teacher, if she so elects, may return to her position when physically able to perform her duties as consistent with the law.

D. Any teacher adopting an infant child shall receive similar leave which shall commence upon his or her receiving de facto custody of said infant.

E. Other leaves of absence without pay may be granted by the Board for good reason. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections C or D of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Applications for leave are subject to the approval of the principal. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused

accumulated sick leave, shall be restored to him upon his return and every effort shall be made to assign to the same position which he held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

If the Board approves such application, the teacher shall be notified in writing.

- F. Any teacher who has been granted a sabbatical leave shall be obligated to return to employment in the Cape May City School District for a minimum of one school year following completion of this sabbatical leave.

## ARTICLE XII

### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions.

B. Assault

1. Legal Assistance

The Board shall give full support including legal and other assistance for any physical assault upon the teacher while acting in the correct discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary less workmen's compensation and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

C. Reporting Assaults

1. Principal or Immediate Superior

Teacher shall immediately report in writing cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

ARTICLE XIII

BOARD RIGHTS

The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board. It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XIV

INSURANCE PROTECTION

Full Health Care Coverage

Beginning July 1, 1973 and continuing thereafter the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family-type insurance coverage under the New Jersey State Health Benefits Plan.

ARTICLE XV

PERSONAL AND ACADEMIC FREEDOM

A. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack

thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

B. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Cape May City Elementary School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance in their teaching functions.

## ARTICLE XVI

### TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. Arrival and dismissal time

No teacher shall be required to report for duty earlier than 8:20 A.M., ten minutes before the opening of the pupils' school day; and they shall be permitted to leave thirty (30) minutes after the close of the pupils' school day. On Fridays or on days preceding holidays or vacations the teachers' day shall end at the close of the pupils' day.

2. All teachers shall have adequate preparation time whenever possible.

## ARTICLE XVII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

To encourage professional staff members to pursue a graduate program of education, a grant-in-aid of up to two hundred dollars (\$200.00) per year shall be allowed for courses commencing after July 1, 1974, exclusive of courses required

certification for the position for which he or she is employed.

PRIOR APPROVAL

Prior approval of course by Administrative Principal is required on forms provided by the Board of Education.

REIMBURSABLE ITEMS

Tuition

Books and instructional materials

SUCCESSFUL COMPLETION

A "passing mark" is required. Transcripts must be submitted to the Principal's Office.

COURSE LEVEL

Graduate

REIMBURSEMENT

Payment will be made after request in writing on forms provided by the Board of Education.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Whenever any notice is required to be given by either of the parties to this Agreement to the others pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

A. If by Association, to Board at Cape May City Elementary School, 921 Lafayette Street, Cape May, New Jersey 08204. Attention: Board Secretary.

B. Copies of this Agreement shall be made within thirty (30) days after the Agreement is signed and presented to all teachers now

employed, hereafter employed or considered for employment by the Board.

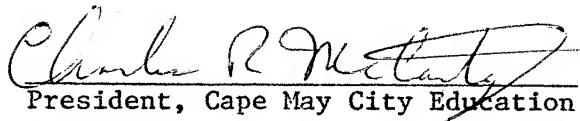
- C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable of the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

#### ARTICLE XIX

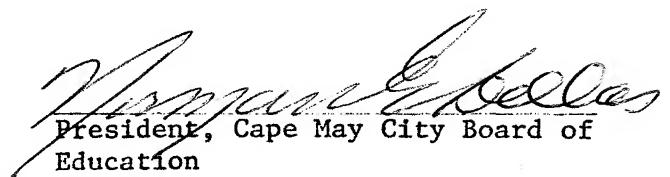
##### DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective July 1, 1975 except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1976 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date. The salary provision heretofore agreed upon shall continue in full force and effect for the school year 1975-1976.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

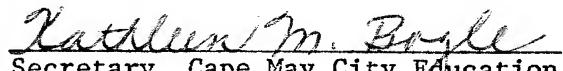


President, Cape May City Education Association

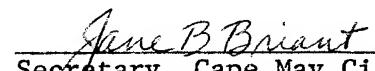


President, Cape May City Board of Education

Attest:

  
Kathleen M. Boyle  
Secretary, Cape May City Education Association

Attest:

  
Jane B. Briant  
Secretary, Cape May City Board of Education

## Schedule A

## CAPE MAY CITY ELEMENTARY SCHOOL

## 1975-76 SALARY GUIDE

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>M.A.</u>
1	\$ 9,000	\$ 9,350	\$ 9,800
2	9,375	9,725	10,175
3	9,750	10,100	10,550
4	10,125	10,475	10,925
5	10,500	10,850	11,300
6	10,875	11,225	11,675
7	11,275	11,625	12,075
8	11,675	12,025	12,475
9	12,075	12,425	12,875
10	12,525	12,875	13,325
11	12,975	13,325	13,775
12	13,425	13,775	14,225
13	13,925	14,275	14,725
18	14,225	14,575	15,025
23	14,525	14,875	15,325
28	14,825	15,175	15,625
33	15,125	15,475	15,925
38	15,425	15,775	16,225
43	15,725	16,075	16,525

NOTE: Teachers seeking placement on the advanced salary guides must present written proof (official college seal transcript) of successful completion of graduate credits; transcript is to be presented to the administrator. Courses taken prior to completion of all requirements for permanent certification in the Cape May City School shall not be credited toward advanced placement. Salary to be pro-rated as of completion date of courses.

